

**IMPLEMENTING ARRANGEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL ATOMIC ENERGY COMMISSION
OF THE ARGENTINE REPUBLIC
FOR TECHNICAL EXCHANGE AND COOPERATION
IN THE AREA OF PEACEFUL USES OF NUCLEAR ENERGY**

The Department of Energy of the United States of America (DOE) and the National Atomic Energy Commission of the Argentine Republic (CNEA) (hereinafter referred to as "the Parties"):

Considering the cooperation between the countries in science and technological development pursuant to the Agreement for Scientific and Technical Cooperation Between the Government of the United States of America and the Government of the Argentine Republic signed at Buenos Aires, on April 7, 1972, as extended (hereinafter referred to as the "Scientific and Technical Cooperation Agreement");

Noting that the Parties share common interests and objectives in pursuing cooperation in the field of peaceful uses of nuclear energy;

Recognizing the interest of their respective governments in promoting cooperation in the field of peaceful uses of nuclear energy, as called for in Article IV of the Treaty of the Non-Proliferation of Nuclear Weapons; and

Desiring to exchange technical information and cooperation on research, development, testing, and evaluation of technology, equipment, and procedures to improve nuclear technologies;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
SCOPE AND OBJECTIVE**

A. This Implementing Arrangement is subject to the Scientific and Technical Cooperation Agreement.

B. The objective of cooperation under this Implementing Arrangement is to promote the exchange of scientific and technological information and cooperation on research, development, testing and evaluation of technology, equipment, and procedures in order to improve technologies as they pertain to the peaceful uses of nuclear energy.

ARTICLE 2 AREAS OF COOPERATION

Cooperation under this Implementing Arrangement may include the following areas:

- A. Nuclear Energy;
- B. Health;
- C. Safety; and
- D. Such other areas as may be agreed by the Parties in writing.

ARTICLE 3 FORMS OF COOPERATION

Cooperative activities undertaken pursuant to this Implementing Arrangement may include the following:

- A. Exchange of information and data on scientific and technical activities, developments, practices, methods and results;
- B. Exchange of scientists, engineers and other specialists for agreed periods of time for participation in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of the Parties or of contractors of the Parties;
- C. Short-term visits by staff or assignment of staff, subject to the prior written agreement on each occasion of the Party receiving such staff;
- D. Organization of, and participation in, seminars, workshops, and other meetings;
- E. Exchange or loan and provision of samples, materials (excluding nuclear material specifically controlled by Parties' domestic laws), instruments, equipment, and components for experiments testing, and evaluation;
- F. Execution of joint studies, projects or experiments, including joint design, construction and operational activities;
- G. Training of scientific and technical personnel by means of fellowships or work periods in laboratories or through the organization of seminars or specific courses;

- H. Use of unclassified facilities and equipment owned by DOE and CNEA;
- I. Assistance in the purchase of items of laboratory equipment that are difficult to obtain through normal sources in a timely manner;
- J. Participation in research by other than CNEA and DOE employees, contractors, or subcontractors, if the Parties agree that such participation supports their collaborative efforts;
- K. Sister laboratory arrangements; and
- L. Such other forms of cooperation as may be agreed by the Parties in writing.

ARTICLE 4 PROJECT ANNEXES

The Parties shall execute a Project Annex for each joint project which they agree to undertake pursuant to this Implementing Arrangement. Each Project Annex shall form an integral part of this Implementing Arrangement and shall contain provision covering technical scope, management, total costs, individual cost, cost sharing and schedule, as appropriate.

ARTICLE 5 MANAGEMENT

- A. Each Party shall name one Principal Coordinator to supervise activities under this Implementing Arrangement. The Principal Coordinators shall meet annually, alternately in the United States and in Argentina, to evaluate the status of cooperation under this Implementing Arrangement. This evaluation will include review of the achievements, problems, and effectiveness of activities under this Implementing Arrangement. The Principal Coordinators also will consider and approve future program opportunities with a view to maximizing the mutual benefits of cooperation.
- B. With the exception of joint projects and exchanges of personnel, each cooperative activity shall be described in a document defined as an Action Sheet which shall be approved by the Principal Coordinators in writing. Each Action Sheet shall include task description, objectives, milestones, schedule, and assignment of responsibilities for respective institutions.
- C. Subject to the prior approval of the Parties, the Principal Coordinators may appoint Technical Coordinators to manage specific cooperative activities initiated under this Implementing Arrangement and to establish and maintain working contacts at the staff level.

ARTICLE 6 ADDITIONAL ORGANIZATIONS

The Parties may invite additional public and private organizations in the countries of either Party to participate, at their own expense, and subject to such terms and conditions as the Parties may specify, in cooperative activities under this Implementing Arrangement.

ARTICLE 7 ASSIGNMENT OF STAFF

The following provisions shall apply to assignment of staff:

- A. Each Party shall ensure that qualified staff are selected for assignment to the other Party. Each assignment of staff shall be the subject of a separate agreement between the Parties.
- B. Each Party shall be responsible for its staff's salaries, insurance and allowances. The assigning Party also shall pay for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed to by the Parties in writing.
- C. The receiving Party shall arrange for adequate accommodations for assigned staff and their families on a mutually agreeable, reciprocal basis.
- D. The receiving Party shall provide all necessary assistance to assigned staff and their families on a mutually agreeable, reciprocal basis.
- E. The assigning Party shall ensure that its staff conform to the general and special rules of work and safety regulations in force at the establishment of the receiving Party, unless otherwise agreed in a separate assignment agreement.

ARTICLE 8 EXCHANGE OF EQUIPMENT

The following provisions shall apply to exchange or provision of equipment:

- A. All exchanges or loan of equipment under this Implementing Arrangement shall be described in an Action Sheet.
- B. The sending Party shall provide to the receiving Party, in a timely manner, a detailed list of the equipment to be provided, relevant specifications and appropriate technical and informational documentation related to the use, maintenance, and repair of the equipment.

- C. Unless otherwise agreed, the sending Party shall be responsible, and shall pay expenses, for the transport of equipment and materials by plane or ship to an authorized port of entry of the receiving Party's country convenient to the ultimate destination, and for the safekeeping of equipment and insurance en route.
- D. The receiving Party shall use its best efforts to facilitate entry into and exit from its country territory of equipment of the sending Party.
- E. The receiving Party shall provide adequate premises for equipment provided by the sending Party, and shall provide utilities such as electric power, water and gas, as necessary for efficient operation of the equipment. The receiving Party normally shall provide materials to be tested, and such materials shall satisfy technical requirements as mutually agreed by the Parties. The receiving Party shall operate equipment provided by the sending Party only as mutually agreed by the Parties.
- F. The Party sending equipment and spare parts to the receiving Party for use in joint activities shall retain title to such equipment and spare parts, and the property shall be returned to the sending Party at the expense of the receiving Party upon completion of the joint activity, unless otherwise agreed by the Parties in writing.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Implementing Arrangement and relevant annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Implementing Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.

2. Scope

2.1 This Article is applicable to all cooperative activities undertaken pursuant to this Implementing Arrangement, except as otherwise specifically agreed by the Parties or their designees.

2.2 For purposes of this Implementing Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

- 2.3 This Article addresses the allocation of rights and interests between the Parties. Each party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Article, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Article does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- 2.4 Disputes concerning intellectual property arising under this Implementing Arrangements should be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitrage tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.
- 2.5 Termination or expiration of this Implementing Arrangement shall not affect rights or obligations under this Article.

3. Allocation of Rights

- 3.1 Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Implementing Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- 3.2 Rights to all forms of intellectual property, other than those rights described in Paragraph 9.3.1 above, shall be allocated as follows:
- (i) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

- (ii) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of the work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as "joint research" in the relevant Project Annex, rights to intellectual property arising from the research will be allocated in accordance with 9.3.2 (i) above. In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.
- (b) Notwithstanding paragraph 9.3.2(ii)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors or authors of the property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participation institution of the Party obtaining rights.

4. Business-Confidential Information

In the event that information identified in a timely fashion as business confidential is furnished or created under this Implementing Arrangement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ARTICLE 10 AVAILABLE INFORMATION

- A. Each Party shall make available to the other Party information, either in its possession or available to it, which it has the right to disclose in the area of peaceful uses of nuclear energy.

- B. Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 11 COSTS

Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.

ARTICLE 12 APPLICABLE LAW

Each Party shall conduct the activities provided for in this Implementing Arrangement subject to its applicable laws and regulations, and shall provide resources subject to the availability of personnel and appropriated funds.

ARTICLE 13 FINAL PROVISIONS

- A. This Implementing Arrangement shall enter into force upon signature, shall remain in force for five years, and be automatically renewed for further five-year periods unless either Party notifies the other in writing three months prior to the expiration of the first Implementing Arrangement. The Implementing Arrangement may be amended by mutual written agreement of the Parties.
- B. This Implementing Arrangement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Implementing Arrangement. Such termination shall be without prejudice to the rights which may have accrued under this Implementing Arrangement to either Party up to the date of such termination.
- C. Joint efforts and experiments not completed at the expiration or termination of this Implementing Arrangement may, on agreement of the Parties, be continued until their completion under the terms of this Implementing Arrangement.

DONE at Buenos Aires, in duplicate, in the English and Spanish languages, both texts being equally authentic, this 16th day of October, 1997.

**FOR THE DEPARTMENT OF ENERGY,
UNITED STATES OF AMERICA:**

Madeline Albright

**FOR THE NATIONAL ATOMIC
ENERGY COMMISSION OF
THE ARGENTINE REPUBLIC:**

Edmundo Jorini